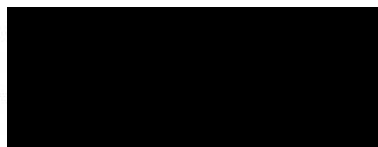




BAYVIEW
LOAN SERVICING

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd. 5th Floor
Coral Gables, FL 33146

March 31, 2014



Loan Number: [REDACTED]

Property Address: [REDACTED]
[REDACTED]

Dear Customer:

Bayview Loan Servicing, LLC ("Servicer") agrees to enter this Stipulation Agreement on the referenced loan under the terms and conditions set forth below. As of today, your next contractual payment due date is 09/01/2010. Your loan's past due amount is \$ 182,425.05 .

You have agreed to pay Bayview Loan Servicing, LLC, in accordance with the following payment schedule:

<u>Payment Number</u>	<u>Payment Amount</u>	<u>Due Date</u>
Stip to Mod Down Payment	\$4,050.58	04/14/2014
1	\$4,359.64	05/14/2014
2	\$4,359.64	06/14/2014
3	\$4,359.64	07/14/2014
4	\$4,359.64	08/14/2014
5	\$4,359.64	09/14/2014
6	\$4,359.64	10/14/2014

Servicer agrees to suspend foreclosure confirmation proceedings as long as you comply with the terms of this Stipulation Agreement. **There is no grace period for these payments.** Should at any time you fail to comply with the payment schedule set forth above, Servicer, will resume foreclosure proceedings from the point of suspension with no additional notice. This Stipulation Agreement shall not serve to waive, modify or alter in any way Servicer's, rights in law and equity to enforce the terms and conditions of the loan documents, or any other agreement relating to the referenced loan, except as provided herein.

To indicate your agreement to the terms of this Stipulation Agreement, the Borrower(s) must perform the following prior to the expiration date of this offer:

1. All of the above-named Borrowers must sign this agreement on the appropriate line under "Acknowledged and Accepted".
2. In addition, all of the above-named borrowers must execute the attached Modification Adjustment Agreement.

3. Along with the entire payment amount above for the first payment, the fully signed copy of this letter must be forwarded to my attention at the following address or to **fax number (877) 360-9593** by **04/14/2014**.

Louis Ferrante, Licensed Loan Originator
Bayview Loan Servicing, LLC
4425 Ponce De Leon Blvd., 5th Floor
Coral Gables, FL 33146
Reference Loan Number: 497509
(877) 650-0140 Ext. 1361

4. Each subsequent payment must be received in Servicer's office on or before the above due dates. You must submit payment by bank wire transfer, bank check, money order, or certified funds for the entire payment amount stated above to the appropriate address listed at the bottom of this page.
5. All funds tendered are non-refundable and may be held in a suspense/unapplied account or applied to the amounts owing, solely at Servicer's discretion. Upon successful completion of this agreement, all held funds collected under this agreement shall be applied to amounts due. For income tax purposes, interest payments received will be reported for the calendar year in which the funds are actually applied as interest payments on Servicer's records.
6. During the term of this agreement: (i) The loan shall continue to be in default under the loan documents; (ii) Foreclosure proceedings, if any, shall be suspended while this agreement is in effect; (iii) Servicer may report delinquency information to outside credit bureaus; (iv) Servicer may continue to assess late charges as provided for in the loan documents and (v) This agreement supersedes any other billing notices Borrower may receive from Servicer while this agreement is in effect.
7. At the end of this agreement, if the borrower has complied with the terms of the plan set forth herein, and if all title issues have been addressed and cleared by the borrower to Servicer's satisfaction and sole discretion, then Bayview Loan Servicing, LLC will execute the attached Modification Adjustment Agreement.
8. **ATTORNEYS' FEES AND JURY TRIAL WAIVER:**
In the event any party hereto brings suit for the collection of any damages resulting from, or the injunction of any action constituting, a breach of any terms or provisions of this Agreement or the Loan Documents, then the prevailing party shall be entitled to recover all reasonable court costs and attorneys' fees, at all levels. **BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES HIS/HER RIGHTS TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE LOAN DOCUMENTS, ANY OTHER DOCUMENTS EXECUTED OR DELIVERED IN CONNECTION HERewith, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED OR DELIVERED IN CONJUNCTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALING STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SERVICER FORBEARING FROM ANY OTHERWISE AVAILABLE REMEDIES UPON BORROWER'S CURRENT DEFAULT.**
9. **ASSIGNMENT OF LEASES AND RENTS AND RECEIVERSHIP:**
The existing Mortgage and Note shall be amended to include the following: In the event the loan is in default and Borrowers are generating any gross income from the property by virtue of a tenancy or any other arrangement, Borrowers agree to irrevocably assign and transfer to Servicer the right title and interest of Borrower in all existing and future leases and agreements whether or not in writing, and any rents and deposits derived and collected therefrom, affecting and pertaining to the use enjoyment or occupancy of any part of the premises. Borrower consents to the entry by Servicer, Servicer's agent, or court appointed receiver or designee, to enter the premises to collect the rents and enforce the leases. Borrower further consents and waives opposition to the appointment of a court appointed Receiver in the event the loan is in default.



10. **NO OTHER CHANGES:**

Except as expressly adjusted by this Agreement, all of the covenants, agreements, stipulations and conditions in the Loan Documents remain unmodified and in full force and effect. The Security Instrument continues to secure on a first and prior lien basis the due and punctual payments of the Note, as modified by this Agreement. None of the Borrower's obligations or liabilities under the security instrument shall be diminished or released by any provisions herein. Nor shall this Agreement in any way impair, diminish, or affect any of the Borrower's rights or remedies in the Security Instrument, whether such rights or remedies arise herein or by operation of law. No oral representations have been made by any party hereto which have not been incorporated into this Agreement. Any inserted terms, changes or additions to this Agreement will immediately render it null and void. Borrower is encouraged to review this Agreement with his/her legal advisor prior to signing it, but by signing below Borrower has voluntarily signed this Agreement.

11. **RELEASE:**

Borrower, by his/her signature hereon, agrees to the accuracy of the allegations contained in this Agreement, as well as to the authenticity and validity of each Loan Document referred to herein, and to the validity of the indebtedness described within those Loan Documents. Borrower further agrees and acknowledges that there are no defenses, set-offs or counterclaims to the indebtedness of Borrower pursuant to the Loan Documents. The provisions of this Agreement are a material inducement for Servicer's agreement to forbear from immediately exercising any and all of its remedies upon Borrower's default as referred herein and for entering into this Agreement.

Borrower releases Servicer, its parent, principal, holder of the indebtedness, subsidiaries, affiliates, agents, officers, and employees, from any and all claims and causes of action connected with the Loan, the servicing of the Loan, or events which lead up to or resulted in the Borrower's claims, damages or liabilities of any kind existing on the date of this Agreement, which are in any way entering into this Agreement. Borrower waives any rights which Borrower may have under federal or state statute or common law principle which may provide that a general release does not extend to claims which are not known to exist at the time of execution, including without limitation, California Civil Code § 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

If any of the information utilized for a denial of program eligibility, if applicable, is incorrect and you have additional information for us to review you may appeal your case by contacting our Customer Service Escalations Department listed below. You have thirty (30) calendar days from the date of this letter to provide the evidentiary documentation supporting your claim.

Bayview Loan Servicing Escalations Department

Phone Number: Toll Free at 1(877) 250-4262 Monday – Friday, 8am to 9pm ET.

Fax: 1 (877) 250-2329

Email Address: BLSDenialEscalations@bayviewloanservicing.com

Physical Address: 4425 Ponce de Leon Blvd., 5th Floor, Coral Gables, FL 33146

The investor who owns your loan uses a waterfall ranking method with respect to foreclosure prevention options. This approval and offer necessarily results in a denial for any other foreclosure prevention options below the option for which you are eligible in the ranking.

If you reside in the State of New York, you may also file a complaint with the New York State Banking Department at (877) BANK-NYS (877-226-5697) or www.banking.state.ny.us.

If you reside in the State of North Carolina, you may also file a complaint with the North Carolina Office of the Commissioner of Banks website, www.nccob.gov.